		CONTRACT AMENDMENT		HCA Contract Number: «F1» Amendment No.: 01 Contractor/Vendor Contract Number:	
<p>THIS AMENDMENT is between the Washington State Health Care Authority, hereinafter referred to as "HCA," and the party whose name appears below, hereinafter referred to as the "Contractor."</p> <p>UNILATERAL AMENDMENT: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>The Contract is herein, including any previous amendments hereto, is hereby unilaterally amended as set forth on page two (2) pursuant to the changes and modifications section as contained therein.</p>					
CONTRACTOR NAME «F2»		CONTRACTOR doing business as (DBA) «F3»			
CONTRACTOR ADDRESS «F4» «F5», Washington «F6»		FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN) «F7»		STATEWIDE VENDOR NUMBER (SWV) «F8»	
CONTRACTOR CONTACT «F9»		CONTRACTOR TELEPHONE «F10»		CONTRACTOR E-MAIL ADDRESS «F11»	
HCA PROGRAM TITLE Health Homes		HCA DIVISION/SECTION Health Care Services/Grants & Program Development		HCA CONTRACT CODE HCS-GPD-HH	
HCA CONTACT NAME AND TITLE Becky McAninch-Dake, Program Manager		HCA CONTACT ADDRESS Cherry Street Plaza, Second Floor 626 Eighth Avenue SE P.O. Box # 45530 Olympia, WA 98504-5530			
HCA CONTACT TELEPHONE 360.725. 1642		HCA CONTACT E-MAIL ADDRESS becky. mcaninch-dake@hca.wa.gov			
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CFDA NUMBER(S) 93.778		FFATA Form Required <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
AMENDMENT START DATE June 30, 2014		AMENDMENT END DATE June 30, 2016		CONTRACT END DATE June 30, 2016	
PRIOR MAXIMUM CONTRACT AMOUNT No Maximum Amount		AMOUNT OF INCREASE OR DECREASE No Change in Amount		TOTAL MAXIMUM CONTRACT AMOUNT No Maximum Amount	
				NON- FINANCIAL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
REASON FOR AMENDMENT: CHANGE or CORRECT: Period of Performance Contract Terms and Conditions					
<p>ATTACHMENTS/EXHIBITS/SCHEDULES. When the box below is marked with an X, the following Exhibits/Attachments are attached and are incorporated into this Contract Amendment by reference:</p> <p><input checked="" type="checkbox"/> Attachment(s) (specify): Attachment 1: HCA Contract # «F1» (Replacement Document)</p> <p><input type="checkbox"/> Exhibit(s) (specify):</p> <p><input type="checkbox"/> Schedule(s) (specify):</p> <p><input type="checkbox"/> No Exhibit/Attachment</p>					
<p>This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.</p>					
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
HCA SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

This Contract between the State of Washington Health Care Authority (HCA) and the Contractor is hereby amended as follows:

1. AMENDMENT PURPOSE

The purpose of this amendment is to replace the existing contract in its entirety with the document attached to this Amendment as Attachment 1 that includes these substantive changes that shall be effective as of the Amendment State Date as stated on Page One of this Amendment:

- The Contract End Date stated on Page One of the Contract is extended from June 30, 2015 to June 30, 2016.
- The Modified Gregg Numbering Style used in the original contract has been replaced with the Legal Numbering Style.
- A Table of Contents has been added.
- The General Terms and Conditions sections that apply to all contracts have been grouped under the heading of General Terms and Conditions. The remaining General Terms and Conditions sections have been relocated under the heading to which they apply.
- The three Definition sections in Exhibit C are now separate sections in the main Contract.
- Contractor Program Integrity Requirements are in Section 8.
- Revised PRISM access requirements for Designated Staff are included in Sections 9.2.3 and 9.6.
- Revised Payment Tiers for Contractors included in Section 10 are revised.
 - The description of Intensive Health Homes Care Coordination in Section 10.4.2 is revised.
 - The description of Low Level Health Homes Care Coordination in Section 10.4.3 is revised.
- Contractor Participation Rate requirements for incentive payments in Section 10.5. are revised.
- Contractor Requirements for Grievance Procedures are added as Section 11.
- Contractor Policies and Procedures Requirements are consolidated into Subsection 12.3.
- Modified Contractor Requirements for Written Beneficiary Material are included in Section 12.4 to make them consistent with Apple Health requirements.
- Contractor Requirement for Training is added as Section 12.5.
- Contractor Health Action Plans Requirements are consolidated into Subsection 12.9.
- Contractor Reporting Requirements are expanded and moved to subsection 12.16.
- Contractor Requirement for annual submission of list of CCOs is added as Section 12.16.4.
- Contractor Requirement for Incident Reporting is added as Section 12.16.5.

2. AMENDMENT SECTION

The entire contract document executed on «F14» is struck and being replaced with the contract document attached as Attachment 1.

All other terms and conditions of this Contract remain in full force and effect.


		CLIENT SERVICES CONTRACT Qualified Health Home Coverage Area «F15»		HCA CONTRACT NUMBER: «F1» ECMS REFERENCE NUMBER:	
This Contract is by and between the State of Washington Health Care Authority (“HCA”) and the Contractor identified below				Contractor Contract Number:	
CONTRACTOR NAME: «F2»			CONTRACTOR doing business as (DBA): «F3»		
CONTRACTOR ADDRESS: «F4» «F5», Washington «F6»			CONTRACTOR FEDERAL EMPLOYER IDENTIFICATION NUMBER: «F7»		
CONTRACTOR CONTACT: «F9»		CONTRACTOR TELEPHONE: «F10»		CONTRACTOR E-MAIL ADDRESS: «F11»	
HCA PROGRAM AREA: Health Home			HCA DIVISION/HCA SECTION: Health Care Services/Grants and Program Development		
HCA CONTACT NAME AND TITLE: Becky McAninch-Dake Health Home Program Manager		HCA CONTACT ADDRESS: Grants and Program Development Section Cherry Street Plaza Second Floor 626 Eighth Avenue SE Olympia, Washington 98504-5530			
HCA CONTACT TELEPHONE: (360) 725-1642			HCA CONTACT E-MAIL ADDRESS: becky.mcaninch-dake@hca.wa.gov		
IS THE CONTRACTOR A SUB-RECIPIENT FOR PURPOSES OF THIS CONTRACT? NO				CFDA NUMBER(S): 93.778	
CONTRACT START DATE: «F14»		CONTRACT END DATE: June 30, 2016		MAXIMUM CONTRACT AMOUNT: No Maximum Amount	
EXHIBITS, ATTACHMENTS, and SCHEDULES. The following Exhibits, Attachments, and Schedules are attached and are incorporated into this Contract by reference:					
<input checked="" type="checkbox"/> Exhibits (specify): Exhibit A: Nondisclosure of HCA Confidential Information; Exhibit B: Federal Compliance, Certifications and Assurances					
<input checked="" type="checkbox"/> Attachments (specify): Attachment A: Part D WA State Data Use Agreement; Attachment B: Supplement to Data Use Agreement; Attachment C: Conflict of Interest; Attachment D: WA State Information Exchange Agreement; Attachment E: WA Coordination of Benefits and Quality Improvement Approval					
<input type="checkbox"/> Schedules (specify):					
<input type="checkbox"/> No Exhibits.					
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Contract, between the parties. The parties signing below represent they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on HCA only upon signature by HCA.					
CONTRACTOR SIGNATURE: SIGNATURE NOT REQUIRED		PRINTED NAME AND TITLE:		DATE SIGNED:	
HCA SIGNATURE: SIGNATURE NOT REQUIRED		PRINTED NAME AND TITLE: Laura Wood, Contracts Administrator		DATE SIGNED:	

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1. PURPOSE OF AGREEMENT

The purpose of this Contract is to implement a community based Health Home program in accordance with the requirements of Section 2703 of the Patient Protection and Affordable Care Act of 2010 utilizing the Managed Fee-for-Service (FFS) Demonstration model, Washington State Substitute Senate Bill 5394 and the Contractor's response to the Health Care Authority's RFA No. 12-005. The Contractor shall provide intensive Health Home care coordination services to high-cost, high-need Medicaid and Medicaid/Medicare beneficiaries to ensure that services delivered are integrated and coordinated across medical, mental health, chemical dependency and long term services and supports.

2. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract shall commence on «F14», and be completed on June 30, 2016 unless terminated sooner or extended, as provided herein.

3. CONTRACT MANAGEMENT

Unless otherwise specified in this Contract, the individuals identified on page one (1) of this Contract are the contacts for all Notices required or permitted under this Contract. Either party may change its Contact from time to time by providing written notice in accordance with Section 7.17, Notices.

4. GENERAL DEFINITIONS

- 4.1. **“Agent”** means the Washington State Health Care Authority Director and/or the Director's delegate authorized in writing to act on behalf of the Director.
- 4.2. **“Centers for Medicare & Medicaid Services (CMS)”** is the federal agency within the United States Department of Health and Human Services (DHHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, the Children's Health Insurance Program (CHIP), and health insurance portability standards.
- 4.3. **“Client”** or **“HCA Client”** means an applicant, recipient, or former applicant or recipient of any service of program administered by HCA.
- 4.4. **“Code of Federal Regulations (CFR)”** is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- 4.5. **“Contract”** means the entire written agreement between HCA and the Contractor, including any Exhibits, attachments, documents, or materials incorporated by reference. The parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitutes as one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this Contract shall be the same as delivery of an original.

- 4.6. **“Contractor”** means the individual or entity performing services pursuant to this Contract and includes the Contractor’s owners, members, officers, directors, partners, employees and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, “Contractor” includes any Subcontractor and its owners, members, officers, directors, partners, employees and/or agents.
- 4.7. **“Debarment”** means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
- 4.8. **“Department of Social and Health Services (DSHS)”** is the state agency responsible for providing a broad array of healthcare and social services.
- 4.9. **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity thereof, or any of the officers or other officials lawfully representing the Authority.
- 4.10. **“HCA Acquisition and Risk Management Services”** is the Washington State Health Care Authority central headquarters contracting office, or successor section or office.
- 4.11. **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, the federal legislation that protects health insurance coverage for workers and their families when they change or lose their jobs, and requires the establishment of national standards for electronic health care transactions and national identifiers for providers, health insurance plans, and employers.
- 4.12. **“Managed Care Organization (MCO)”** is an organization having a certificate of authority or certificate of registration from the Washington State Office of the Insurance Commissioner which contracts with the State under a comprehensive risk contract to provide prepaid health care services to eligible beneficiaries under managed care programs.
- 4.13. **“Medicaid”** means the programs of medical assistance benefits under Title XIX of the Social Security Act and various Demonstrations and Waivers thereof.
- 4.14. **“Memorandum of Understanding (MOU)”** is a business agreement for partnerships that do not involve a financial arrangement that describe the roles and responsibilities of each party to the agreement.
- 4.15. **“OMB”** is the Office of Management and Budget of the Executive Office of the President of the United States.
- 4.16. **“Patient Protection and Affordable Care Acts”** means Public Laws 111-148 and 111-152 (both enacted in March 2010). The law includes multiple provisions that are scheduled to take effect over a matter of years, including the expansion of Medicaid eligibility, the establishment of health insurance exchanges and prohibiting health insurers from denying coverage due to pre-existing conditions.
- 4.17. **“ProviderOne”** is the Health Care Authority’s encounter reporting and payment processing system.

- 4.18. **“RCW”** is the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.
- 4.19. **“Regional Support Network (RSN)”** means a county authority or group of county authorities or other entity recognized by the secretary of the Department of Social and Health Services to administer mental health services in a defined region. RSNs are specialty behavioral health plans operating under 1915(b) Medicaid authority.
- 4.20. **“Regulation”** means any federal, state, or local regulation, rule, or ordinance.
- 4.21. **“Subcontract”** means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- 4.22. **“Successor”** means any entity which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the original Contractor.
- 4.23. **“Sub-recipient”** means a non-Federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a Beneficiary of such a program. A sub-recipient may also be a recipient of other Federal awards directly from a federal awarding agency. See OMB Circular A-133 for additional details.
- 4.24. **“Vendor”** means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the federal program. See OMB Circular A-133 for additional details.
- 4.25. **“Vulnerable Adult”** includes a person:
- 4.25.1. Sixty years of age or older who has the functional, mental, or physical inability to care for himself or herself;
 - 4.25.2. Found incapacitated under Chapter 11.88 RCW;
 - 4.25.3. Who has a developmental disability as defined under RCW 71A.10.020; or
 - 4.25.4. Admitted to any facility;
 - 4.25.5. Receiving services from home health, hospice, or home care agencies licensed or required to be licensed under Chapter 70.127 RCW;
 - 4.25.6. Receiving services from an individual care provider; or
 - 4.25.7. Who directs his or her own care and receives services from a personal aide under Chapter 74.39 RCW.
- 4.26. **“WAC”** is the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement

regulation. Pertinent WAC chapters or sections can be accessed at:
<http://apps.leg.wa.gov/wac/>.

5. DATA SECURITY DEFINITIONS

- 5.1. **“Authorized User(s)”** means an individual or individuals with an authorized business requirement to access HCA Confidential Information.
- 5.2. **“Confidential Information”** means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Personal Health Information.
- 5.3. **“Data”** means information that is disclosed or exchanged as described in this Contract.
- 5.4. **“Data Access”** refers to rights granted to Designated Staff to view and use Data for the purposes expressly authorized by this Contract.
- 5.5. **“Data Encryption”** refers to ciphers, algorithms or other mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required.
- 5.6. **“Data Storage”** refers to the state data is in when at rest. Data can be stored on off-line devices such as CD's or on-line on Contractor servers or Contractor employee workstations.
- 5.7. **“Data Transmission”** refers to the methods and technologies to be used to move a copy of the data between HCA and Contractor systems, networks and/or employee workstations.
- 5.8. **“Designated Staff”** means either the Contractor's employee(s) or employee of any Subcontractor that has been delegated authority to provide Health Home Services and who is authorized by their employer to access Data.
- 5.9. **“Encrypt”** means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
- 5.10. **“Hardened Password”** means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
- 5.11. **“Personal Information”** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers and any financial identifiers.
- 5.12. **“Physically Secure”** means that access is restricted through physical means to

authorized individuals only.

- 5.13. **“Predictive Risk Intelligence System (PRISM)”** means the joint DSHS/HCA, DSHS Research and Data Analysis administered, web-based database used for predictive modeling and clinical decision support and is refreshed on a weekly basis. PRISM provides prospective medical risk scores that are a measure of expected costs in the next 12 months based on the Beneficiary's disease profiles and pharmacy utilization. PRISM identifies beneficiaries in most need of comprehensive care coordination based on risk scores; integrates information from primary, acute, social services, behavioral health, and long term care payment and assessment data systems; and displays health and demographic information from administrative data sources.
- 5.14. **“Protected Health Information”** means Individually Identifiable Health Information;
- 5.15. **“Public Information”** means information that can be released to the public. It does not need protection from unauthorized disclosure, but does need protection from unauthorized change that may mislead the public or embarrass HCA.
- 5.16. **“RDA” or “Research and Data Analysis”** means the division of DSHS that supports analyses of client counts, caseloads, expenditures and use rates within and between DSHS services and programs
- 5.17. **“Secured Area”** means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- 5.18. **“Sensitive Information”** means information that is not specifically protected by law, but should be limited to official use only, and protected against unauthorized access.
- 5.19. **“Tracking”** means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- 5.20. **“Trusted Systems”** includes:
 - 5.20.1. For physical delivery only the following methods:
 - 5.20.1.1. Hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt;
 - 5.20.1.2. United States Postal Service (USPS) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail;
 - 5.20.1.3. Commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and

5.20.1.4. The Washington State Campus mail system;

5.20.2. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

6. HEALTH HOME DEFINITIONS

- 6.1. **“Action”** is the denial or limited authorization by the Contractor of a request health home service, including the type or level of health home service; the reduction, suspension, or termination by the Contractor of a previously authorized health home service; and the failure of the Contractor to provide authorized health home services or provide health home services in a timely manner.
- 6.2. **“Area Agency on Aging (AAA)”** is a local agency that uses state and federal resources to help older persons and adults with disabilities live in their own homes and communities as long as possible, postponing or eliminating the need for residential or institutional care (such as nursing homes). AAA's were created under the Older Americans Act of 1965.
- 6.3. **“Authorizing Entity”** is an organization contracted by the State to approve or disapprove covered benefits for Medicaid beneficiaries following utilization guidelines. Examples include but are not limited to Managed Care Organizations, Regional Support Networks, Home and Community Based Services Providers.
- 6.4. **“Behavioral Health Services”** means services that address the promotion of emotional health; the prevention of mental illness and substance use disorders; and the treatment of substance abuse, addiction, substance use disorders, mental illness, and/or mental disorders.
- 6.5. **“Beneficiary”** means a Client who is eligible for Health Home Services based upon at least one chronic condition and being at risk of a second as determined by a predictive PRISM risk score of 1.5.
- 6.6. **“Caregiver Activation Measure (CAM)”** means, an assessment that gauges the knowledge, skills and confidence essential to providing care for a person with chronic conditions. The CAM assessment segments caregivers into one of four progressively higher activation levels. Each level addresses a broad array of behaviors and offers deep insight into the characteristics.
- 6.7. **“Chronic Condition”** is a physical or behavioral health condition that is persistent or otherwise long lasting in its effects.
- 6.8. **“Clinical Eligibility Tool”** is the referral tool used to determine if the potential Health Home Beneficiary is eligible for Health Home services by manually calculating their risk score based upon diagnosis.
- 6.9. **“Comprehensive Assessment Report and Evaluation (CARE)”** is a person centered, automated assessment tool used for determining Medicaid functional eligibility, level of care for budget and comprehensive care planning, as defined in WAC 388-106 or any successor provisions thereto.

- 6.10. **“Coverage Area(s)”** means pre-determined geographical areas composed of specific counties developed to manage a phased-in implementation of Health Homes.
- 6.11. **“Covered Services”** means the set of Medicare and Medicaid services that will be coordinated as part of the Health Home program.
- 6.12. **“Developmental Disabilities Administration (DDA)”** is the administration within the Department of Social and Health Services that provides services to individuals with developmental disabilities who are functionally and financially determined to receive such services.
- 6.13. **“Fee-for-Service (FFS)”** means the Medicaid delivery system that provides covered Medicaid benefits to eligible beneficiaries through any willing and contracted provider. Payment is made on a per service basis.
- 6.14. **“Hallmark Events”** means elevated episodes of care that have potential to seriously affect the Beneficiary's health or health outcomes.
- 6.15. **“Health Action Plan (HAP)”** is a Beneficiary prioritized plan identifying what the beneficiary and others plan to do to improve his or her health.
- 6.16. **“Health Home Care Coordination”** means an approach to healthcare in which all of a Beneficiary's needs are coordinated with the assistance of a primary point of contact. The point of contact provides information to the Beneficiary and the Beneficiary's caregivers, and works with the Beneficiary to make sure that the Beneficiary gets the most appropriate treatment, while ensuring that health care is not accidentally duplicated.
- 6.17. **“Health Home Care Coordination Assignment”** means the process used to determine which Health Home Care Coordination Organization is responsible for delivering the six Health Home care coordination services to the Beneficiary.
- 6.18. **“Health Home Care Coordination Organization” or “CCO”** means an organization within the Qualified Health Home network that is responsible for delivering the six (6) Health Home services to the Participant.
- 6.19. **“Health Home Care Coordinator”** means staff employed by the Contractor or a Health Home Care Coordination Organization to provide the six (6) pre-defined Health Home care coordination services. Services must be provided through face to face, telephonic and electronic contact by registered nurses, advanced registered nurse practitioners, licensed practical nurses, psychiatric nurses, psychiatrists, physician's assistants, clinical psychologists, licensed mental health counselors, agency affiliated certified mental health counselors, licensed marriage and family therapists, MSW, BSW or related Bachelor's prepared social workers, and certified chemical dependency professionals.
- 6.20. **“Health Home Information Sharing Consent Form”** means a release form signed by the Beneficiary to authorize the release of information to facilitate the sharing of the Beneficiary's health information.

- 6.21. **“Health Home Enrollment”** means the process used to place Health Home eligible beneficiaries into a Qualified Health Home.
- 6.22. **“Health Home Provider Business Associate (HHPBA)”** means, a Health Home Provider with whom HCA has a Business Associate Agreement.
- 6.23. **“Health Home Services”** means a group of six (6) intensive services that coordinate care across several domains, as defined under Section 2703 of the Affordable Care Act of 2010 to coordinate the full breadth of clinical and social service expertise for high cost/high risk beneficiaries with complex chronic conditions, mental health and substance use disorder issues and/or long term service needs and supports. The six services are:
- 6.23.1. Comprehensive care management;
 - 6.23.2. Care coordination and health promotion;
 - 6.23.3. Comprehensive transitional care from inpatient to other settings, including appropriate follow-up;
 - 6.23.4. Individual and family support, which includes authorized representatives;
 - 6.23.5. Referral to community and social support services, if relevant;
 - 6.23.6. The use of health information technology to link services, as feasible and appropriate.
- 6.24. **“Long Term Services and Supports (LTSS)”** means the variety of services and supports that help people with functional impairments meet their daily needs for assistance in community based settings and improve the quality of their lives. Examples include: Personal care assistance with daily activities such as bathing, dressing and personal hygiene in in-home and licensed community residential settings, home delivered meals, personal emergency response systems, adult day services, environmental modifications and other services designed to divert individuals from nursing facility care. LTSS also includes services provided in licensed nursing facilities. LTSS are provided either in short periods of time when recovering from an injury or acute health episode or over an extended period.
- 6.25. **“Multidisciplinary Teams”** are groups of allied health care staff, such as community health workers, peer counselors or other non-clinical staff that facilitates the work of the Health Home Care Coordinator. Additional members of the Multidisciplinary Teams can be primary care providers, mental health professionals, chemical dependency treatment providers, and social workers. Optional team members may include nutritionists/dietitians, direct care workers, pharmacists, peer specialists, family members or housing representatives.
- 6.26. **“Patient Activation Measure (PAM)”** is an assessment that gauges the knowledge, skills and confidence essential to managing one’s own health and healthcare. The PAM assessment segments consumers into one of four progressively higher activation levels. Each level addresses a broad array of self-care behaviors and offers deep insight into the characteristics that drive health

activation. A PAM score can also predict healthcare outcomes including medication adherence, ER utilization and hospitalization.

- 6.27. **“Participant”** is a Beneficiary who agrees to take part in Health Home Services as demonstrated by the Health Action Plan.
- 6.28. **“Participation Rate”** means during a given period of time, the number of beneficiaries who elect to participate in Health Home Services divided by that total number of clients assigned to the Contractor by HCA.
- 6.29. **“Passive Enrollment”** means the ability to enroll an eligible Beneficiary into a Qualified Health Home without their direct consent. Passive enrollment must include an opt-out feature that allows beneficiaries to discontinue enrollment at any time within HCA disenrollment rules.
- 6.30. **“PRISM User Coordinator”** means the employee appointed by the Contractor to be the point of contact for HCA staff and DSHS's PRISM Administration Team.
- 6.31. **“Qualified Health Home”** is a lead entity qualified by the state to coordinate Health Home Services for eligible beneficiaries. The Qualified Health Home is responsible for administration and oversight functions of the coordination and integration of care across the continuum of services needed and used by Participants. The Qualified Health Home includes a network of community-based Care Coordination Organizations that coordinate and may provide primary care, acute care, mental health services, substance use disorder services, and long term services and supports to eligible beneficiaries, including providers from the local community that authorize Medicaid, state or federally funded services.
- 6.32. **“Rate Tiers”** means a three tier system of payment for Health Home services which make separate payments for:
 - 6.32.1. Outreach, engagement and Health Action Plan,
 - 6.32.2. Intensive Health Home Care Coordination, and
 - 6.32.3. Low Level Health Home Care Coordination.

6.33. **“Parent Patient Activation Measure (PPAM)”** is an assessment that gauges the knowledge, skills and confidence of the parent’s management of their child’s health.

7. GENERAL TERMS AND CONDITIONS

- 7.1. **Entire Contract:** This Contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
- 7.2. **Incorporation by Reference:** The following documents are incorporated into this Contract by reference:
 - 7.2.1. State of Washington, Health Care Authority, Request for Applications # 12-005;

- 7.2.2. Contractor's Application in Response to Request for Applications # 12-005;
- 7.2.3. State of Washington, Health Care Authority, Encounter Data Reporting Guide.
- 7.2.4. State of Washington, Health Care Authority, OneHealthPort Canonical Guide.
- 7.3. **Assurances:** HCA and the Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.
- 7.4. **Records Retention:** The Contractors shall maintain adequate records of services, charges, dates, and other commonly accepted information elements for services rendered pursuant to this Contract.
 - 7.4.1. All Financial records shall follow generally accepted accounting principles.
 - 7.4.2. Medical records and supporting management systems shall include pertinent information related to the medical management of each Beneficiary.
 - 7.4.3. Other records shall be maintained as necessary to clearly reflect all actions taken by the contractor related to services provided under this Contract.
 - 7.4.4. Records shall be maintained for a period of no less than six (6) years from the close of the Contract, or such other period as required by law.
 - 7.4.5. If records are under review or audit they must be retained for a minimum of six (6) years following resolution of such action.
- 7.5. **Records Access:** The contractor acknowledges and agrees that HCA and DSHS shall, upon reasonable notice, have access to records and facilities under this Contract.
 - 7.5.1. The Contractor shall provide access to all Health Home related records, and supportive materials maintained by the contractor or any subcontracted entity.
 - 7.5.2. The Contractor shall provide access to Health Home related portions of facilities, whether facilities of the Contractor or subcontractors.
- 7.6. **Audits and Investigations:** The Contractor acknowledges and agrees that HCA, DSHS, and their authorized representatives shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services provided under the terms of this Contract and any other applicable rules.
 - 7.6.1. The Contractor and all of its subcontractors shall cooperate with HCA and DSHS contract compliance audits, on-site reviews, and other evaluation activities required by this contract.
- 7.7. **Governing Law and Venue:** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

- 7.8. **Conformance:** If any provision of this Contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- 7.9. **Order of Precedence:** Each of the Exhibits listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
- 7.9.1. Applicable Federal and State of Washington statutes and regulations
 - 7.9.2. Terms and Conditions as contained in this Contract
 - 7.9.3. Any other provision, term or material incorporated herein by reference or otherwise.
- 7.10. **Survivability:** The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the expiration or termination of this Contract shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Data Sharing, Disputes, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
- 7.11. **Severability:** If any term or condition of this Contract is held invalid by any court, the remainder of this Contract remains valid and in full force and effect.
- 7.12. **Force Majeure:** If the Contractor is prevented from performing any or all of its obligations hereunder, because of a major epidemic, act of God, war, terrorist act, civil disturbance, court order, or any other cause beyond its control; such nonperformance shall not be grounds for termination for default. Immediately upon the occurrence of any such event, the Contractor shall commence to use its best efforts to directly or indirectly provide, alternate and, to the extent practicable, comparable performance of its obligations. Nothing in this Section shall be construed to prevent HCA from terminating this Contract for reasons other than for default during the period of event set forth above, or for default, if such default occurred prior to such event.
- 7.13. **Insurance:** The Contractor shall at all times comply with the following insurance requirements.
- 7.13.1. The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Health Care Authority (HCA), and its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.
- 7.13.1.1. In lieu of general liability insurance mentioned above, if the Contractor

is a sole proprietor with less than three contracts, the Contractor may choose one of the following three general liability policies-but only if attached to a professional liability policy, and if selected, the policy shall be maintained for the life of this Contract:

- 7.13.1.1.1. Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the Contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Health Care Authority (HCA), its elected and appointed officials, agents, and employees shall be named as additional insureds.
- 7.13.1.1.2. Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Health Care Authority (HCA), and its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.
- 7.13.1.1.3. Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Health Care Authority (HCA), and its elected and appointed officials, agents, and employees of the state, shall be named as Additional Insured.
- 7.13.2. The Contractor shall maintain a Business Automobile Liability Insurance Policy on all vehicles used to transport Beneficiaries, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide HCA with a waiver of subrogation or name HCA as an Additional Insured.
- 7.13.3. The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.
- 7.13.4. The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and HCA shall not be held responsible for claims filed for Worker's Compensation under Title 51 RCW by the Contractor or its employees under such laws and regulations.
- 7.13.5. Insurance required of the Contractor under this Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and

volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

- 7.13.6. The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under this Contract.
- 7.13.7. All insurance policies shall include coverage for cross liability and contain a "Separation of Insured's" provision.
- 7.13.8. The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.
- 7.13.9. The Contractor, upon request by HCA Acquisition and Risk Management Services staff, shall submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract.
 - 7.13.9.1. The Certificate of Insurance shall identify the Washington State Health Care Authority (HCA) as the Certificate Holder.
 - 7.13.9.2. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.
 - 7.13.9.3. The Contractor is not required to submit to the HCA copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under this Contract.
 - 7.13.9.4. The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor maintains insurance as required by this Contract.
- 7.13.10. The insurer shall give HCA 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give HCA 10 days advance written notice of cancellation.
- 7.13.11. By requiring insurance, the State of Washington and HCA do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and HCA in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

- 7.14. **Registration with State of Washington:** The Contractor shall be responsible for registering with Washington State agencies, including but not limited to, the

Washington State Department of Revenue, the Washington Secretary of State's Corporations Division and the Washington State Office of Financial Management, Division of Information Services' Statewide Vendors program.

- 7.15. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the HCA Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of HCA.
- 7.16. **Disputes:** The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this Section. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein which cannot be resolved at the project management level, either party may submit a request for a dispute resolution to the Contract Administrator which shall oversee the following Dispute Resolution Process: HCA shall appoint a representative to a dispute panel; the Contractor shall appoint a representative to the dispute panel; HCA's and Contractor's representatives shall mutually agree on a third person to chair the dispute panel. The dispute panel shall thereafter decide the dispute with the majority prevailing.
- 7.16.1. A party's request for a dispute resolution must:
- 7.16.1.1. Be in writing;
 - 7.16.1.2. State the disputed issues;
 - 7.16.1.3. State the relative positions of the parties;
 - 7.16.1.4. State the contractor's name, address, and his/her department contract number;
 - 7.16.1.5. Be mailed to HCA Contracts Office, PO Box 42702, Olympia, WA 98504-2702 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes.
- 7.16.2. This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal.
- 7.17. **Notices:** Whenever one party is required to give notice to the other party under this Contract, it shall be deemed given if mailed by the United States Postal Service (USPS), as registered or certified mail, with a return receipt requested, postage prepaid and addressed as follows:
- 7.17.1. In the case of notice to the Contractor, notice shall be sent to the point of contact identified on page one (1) of this Contract;

7.17.2. In the case of notice to HCA, notice shall be sent to:

Acquisition and Risk Management Services
Legal and Administrative Services
Washington State Health Care Authority
P. O. Box 42702
Olympia, Washington 98504-2702

7.17.3. Notice shall become effective on the date delivered as evidenced by the return receipt or the date returned to sender for non-delivery other than for insufficient postage. Either party may at any time change its address for notification purposes by mailing a notice in accordance with this Section, stating the change and setting forth the new address, which shall be effective on the tenth (10th) day following the effective date of such notice unless a later day is specified in the notice.

7.18. **Notice of Overpayment:** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from the Washington State Department of Social and Health Services, Office of Financial Recovery (OFR), the Contractor may protest the overpayment determination by requesting an adjudicative proceeding.

7.18.1. The Contractor's request for an adjudicative proceeding must:

7.18.1.1. Be received by the OFR at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;

7.18.1.2. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;

7.18.1.3. Include a statement as to why the Contractor thinks the notice is incorrect; and

7.18.1.4. Include a copy of the overpayment notice.

7.18.2. Timely and complete requests will be scheduled for a formal hearing by the Washington State Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

7.18.3. Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. HCA may charge the Contractor interest and any costs associated with the collection of this overpayment. HCA may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to HCA to satisfy the overpayment debt.

- 7.19. **Savings:** In the event funding from State, federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to its completion or termination, HCA may terminate this Contract under the "Termination Due to Change in Funding" Section, without the ten (10) day notice requirement, subject to renegotiation at HCA's discretion under those new funding limitations and conditions
- 7.20. **Termination for Convenience:** Either party may terminate this Contract in whole or in part when it is in that party's best interest, by giving fifteen (15) business days written notice, beginning on the second (2nd) day after the mailing. If this Contract is so terminated, the HCA shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.
- 7.21. **Termination for Default:** If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given thirty (30) working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated by written notice from the aggrieved party to the other party.
- 7.21.1. HCA reserves the right to suspend all or part of this Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of an alleged compliance breach and pending corrective action by the Contractor.
- 7.21.2. In the event this Contract is terminated by either party for default, the responsible party shall be liable for damages as authorized by law.
- 7.22. **Termination Due to Change in Funding:** If the funds HCA relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, HCA may immediately terminate or unilaterally amend this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
- 7.23. **Termination or Expiration Procedures:** The following terms and conditions apply upon Contract termination or expiration:
- 7.23.1. HCA, in addition to any other rights provided in this Contract, may require the Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.
- 7.23.2. HCA shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service accepted by HCA's program staff and the amount agreed upon by the Contractor and HCA for:
- 7.23.2.1. Completed work and services for which no separate price is stated;
- 7.23.2.2. Partially completed work and services;
- 7.23.2.3. Other property or services which are accepted by HCA's program staff;

and

- 7.23.2.4. The protection and preservation of property, unless the termination is for default, in which case the Agent or designee shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" Section of this Contract. HCA may withhold from any amounts due the Contractor such sum as the Agent or designee determines to be necessary to protect HCA against potential loss or liability.
- 7.23.3. The rights and remedies of HCA provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
 - 7.23.3.1. After receipt of notice of termination, and except as otherwise directed by the Agent or designee, the Contractor shall:
 - 7.23.3.2. Stop work under this Contract on the date, and to the extent specified in the notice;
 - 7.23.3.3. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;
 - 7.23.3.4. Assign to HCA, in the manner, at the times, and to the extent directed by the Agent or designee, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 7.23.3.5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent or designee to the extent the Agent or designee may require, which approval or ratification shall be final for all the purposes of this Section;
 - 7.23.3.6. Transfer title to HCA and deliver in the manner, at the times, and to the extent directed by the Agent or designee any property which, if this Contract had been completed, would have been required to be furnished to HCA;
 - 7.23.3.7. Complete performance of such part of the work as shall not have been terminated by the Agent or designee; and
 - 7.23.3.8. Take such action as may be necessary, or as the Agent or designee may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which HCA has or may acquire an interest.

8. PROGRAM INTEGRITY

- 8.1. **Disclosure of Information on Ownership and Control:** The Contractor must provide the following disclosures:
- 8.1.1. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
 - 8.1.2. Date of birth and Social Security Number (in the case of an individual).
 - 8.1.3. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five (5) percent or more interest;
 - 8.1.4. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five (5) percent or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling.
 - 8.1.5. The name of any other Contractor in which an owner of the Contractor has an ownership or control interest;
 - 8.1.6. The name, address, date of birth, and Social Security Number of any managing employee of the Contractor.
 - 8.1.7. Disclosures from the Contractor shall be submitted to HCA through the Health Homes email address (healthhomes@hca.wa.gov) at any of the following times:
 - 8.1.7.1. Upon the Contractor submitting the proposal in accordance with HCA's procurement process;
 - 8.1.7.2. Upon the Contractor signing the Contract with HCA;
 - 8.1.7.3. Upon renewal or extension of the Contract; and
 - 8.1.7.4. Within 35 days after any change in ownership of the Contractor.
- 8.2. **Professional Credentialing and Licensure:** If the Contractor, its employees, and/or subcontractors who shall be in contact with HCA Clients while performing work under this Contract must be accredited, certified, licensed or registered according to Washington state laws and regulations; the Contractor shall ensure that all such individuals do not have, and shall remain without during the term of this Contract, restrictions or sanctions placed on such accreditation, certification, license and/or registration. The Contractor shall notify the HCA Acquisition and Risk Management Services staff within three (3) business days of receipt of information relating to disciplinary action against the accreditation, certification, license and/or registration of the Contractor, an employee, subcontractor or subcontractor

employee.

- 8.3. **Excluded Individual and Entities:** The Contractor is prohibited from paying with funds received under this Contract for goods and services furnished, ordered or prescribed by excluded individuals and entities (Social Security Act (SSA) section 1903(i)(2) of the Act; 42 CFR §455.104, 42 CFR §455.106, and 42 CFR §1001.1901(b)).

8.3.1. The Contractor shall monitor for excluded individuals and entities by:

- 8.3.1.1. Screening Contractor and subcontractor's employees and individuals and entities with an ownership or control interest for excluded individuals and entities prior to entering into a contractual or other relationship where the individual or entity would benefit directly or indirectly from funds received under this Contract.
- 8.3.1.2. Screening monthly newly added Contractor and subcontractor's employees and individuals and entities with an ownership or control interest for excluded individuals and entities that would benefit directly or indirectly from funds received under this Contract.
- 8.3.1.3. Screening monthly Contractor and subcontractor's employees and individuals and entities with an ownership or control interest that would benefit from funds received under this Contract for newly added excluded individuals and entities.

- 8.4. **Background Checks:** The Contractor shall ensure that a criminal history background check is performed on all employees, volunteers and subcontractor staff who may have unsupervised access to children and/or Vulnerable Adults, as defined by RCW 43.43.830(14), served under this Contract.

8.4.1. Such criminal history background check shall be consistent with RCW 43.43.832, 43.43.834, RCW 43.20A.710 and Chapter 388-06 WAC.

8.4.2. The Contractor shall not give employees, volunteers, and subcontractor staff access to children and/or Vulnerable Adults until a criminal history background check is performed.

- 8.5. **Fraud and Abuse Requirements:** The Contractor shall report in writing all verified cases of fraud and abuse, including fraud and abuse by the Contractor's employees, subcontractors and/or subcontractor employees, within five (5) business days, to the HCA Acquisition and Risk Management Services staff. The report shall include the following information:

- 8.5.1. Subject(s) of complaint by name and either provider/subcontractor type or employee position;
- 8.5.2. Source of complaint by name and provider/subcontractor type or employee position;
- 8.5.3. Nature of complaint;

8.5.4. Estimate of the amount of funds involved; and

8.5.5. Legal and administrative disposition of case;

9. DATA SHARING

9.1. **Justification for Data Sharing:** Data is needed to facilitate the Contractor's performance of work as described in Section 11, Statement of Work, of this Contract.

9.2. **Functions of Responsible Parties:** HCA, DSHS, and the Contractor shall comply with the data sharing functions and responsibilities described herein.

9.2.1. **HCA Functions:** HCA shall provide all technical assistance necessary for and incidental to the support of the Contractor's performance under this Contract; and monitor the use and disclosure of Data and suspend or terminate access privileges for unauthorized activity.

9.2.2. **DSHS Functions:** DSHS shall provide all technical assistance necessary for PRISM access; and monitor continuously the use of PRISM and suspend or terminate privileges for unusual or potentially unauthorized access, uses, or disclosures.

9.2.3. **Contractor Functions:** The Contractor shall use the Data made available to it as a result of this Contract solely for the purposes of this Contract.

9.2.3.1. The Contractor Coordinator shall identify all Designated Staff who have a business need to access PRISM.

9.2.3.2. The Contractor shall ensure that Designated Staff complete and submit to the DSHS PRISM Administration Team all necessary forms required by CMS and DSHS for data authorization and PRISM access, including:

9.2.3.2.1. The PRISM registration form,

9.2.3.2.2. The Nondisclosure of HCA Confidential Information form (Exhibit A),

9.2.3.2.3. The DSHS provided spreadsheet.

9.2.3.3. The Contractor shall ensure Designated Staff receive an annual written reminder of the required Nondisclosure of HCA Confidential Information requirements.

9.2.3.4. The Contractor shall promptly notify the HCA Acquisition and Risk Management Services and the DSHS PRISM Administration Team when established Designated Staff user accounts should be removed due to employment termination, job reassignment, or other changes in circumstances.

- 9.2.3.5. The Contractor shall maintain and provide to HCA or DSHS upon request a list of all subcontracted CCOs and Health Home Provider Business Associates who have accessed Data as a result of this Contract.
- 9.2.3.6. The Contractor shall comply with the privacy, data security, permitted data usage requirements and data use restrictions contained in:
 - 9.2.3.6.1. Data Security Requirements (Subsection 9.7.);
 - 9.2.3.6.2. Data Handling Requirements (Subsection 9.8.);
 - 9.2.3.6.3. Information Exchange Agreement between Centers for Medicare & Medicaid Services Washington State Health Care Authority for Disclosure of Medicare Part D Data (CMS Agreement No. 2011-13) as pertains to Medicare Data provided by the Contractor,
 - 9.2.3.6.4. Medicare Part D Data Use Agreement No. 21628, Agreement for Use of Centers for Medicare & Medicaid Services Data Containing Individual Identifiers and addenda,
 - 9.2.3.6.5. Medicare Part D Attachment A, and
 - 9.2.3.6.6. HCA staff shall provide the Contractor with copies of the documents referenced under this section of the contract upon execution.
- 9.2.3.7. The Contractor shall establish a Business Associate Agreement with HCA.

9.3. **Data Classification:** The Contractor's data classifications must translate to or include the following classification categories:

- 9.3.1. **Category 1 – Public Information:** Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.
- 9.3.2. **Category 2 – Sensitive Information:** Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.
- 9.3.3. **Category 3 – Confidential Information:** Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to:
 - 9.3.3.1. Personal information about individuals, regardless of how that information is obtained;

- 9.3.3.2. Information concerning employee personnel records;
- 9.3.3.3. Information regarding IT infrastructure and security of computer and telecommunications systems;
- 9.3.3.4. Business Associates Agreement (BAA) required.
- 9.3.4. **Category 4 – Confidential Information Requiring Special Handling:** Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:
 - 9.3.4.1. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
 - 9.3.4.2. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.
 - 9.3.4.3. Business Associates Agreement (BAA) required.
- 9.4. **Permitted Data Use:** The Contractor shall limit its use and disclosure of HCA Data to purposes identified in this Contract.
 - 9.4.1. The Contractor shall obtain HCA's authorization prior to making any reports containing results based on HCA Data publicly available.
- 9.5. **Restrictions on Data Use:** The Contractor shall:
 - 9.5.1. Limit the authorization and authentication of Designated Staff to only those employees whose duties include one or more of the following:
 - 9.5.1.1. Providing, coordinating, or managing care and/or services for Beneficiaries,
 - 9.5.1.2. Determining eligibility, monitoring caseloads, and/or identifying high-risk Beneficiaries,
 - 9.5.1.3. Quality Improvement activities, and
 - 9.5.1.4. Assessing, referring, and case managing Beneficiaries;
 - 9.5.2. Restrict access by Designated Staff to no more than the minimum amount of information necessary to perform job duties;
 - 9.5.3. Strictly sanction the access, use, or disclosure of Data for purposes not related to job duties. Such sanction includes dismissal if the severity of the misuse or disclosure is determined by HCA or DSHS PRISM Administration; and
 - 9.5.4. Limit access by Designated Staff to looking-up information on Individual Beneficiaries unless the Designated Staff person's job duties require authorized access to a list of Beneficiaries.

- 9.6. **Data Access Requirements:** HCA and DSHS PRISM Administration shall limit access by the Contractor's Designated Staff:
- 9.6.1. Who have been identified to HCA's Enterprise Technology Services (ETS) staff and DSHS's RDA staff as authorized and authenticated Designated Staff; and
 - 9.6.2. Whose duties specifically require access to such Data obtained either directly from HCA or from PRISM in the performance of their assigned duties; and
 - 9.6.3. Who as an employee of the Contractor shall prior to HCA's Enterprise Technology Services staff providing Unique User ID and Hardened Password to access the Data shall have been notified by the Contractor of the Nondisclosure requirements specified in Exhibit A, Nondisclosure of HCA Confidential Information.
 - 9.6.4. The Contractor, for both its own Designated Staff, shall ensure that all receive an annual written reminder of the required HCA Data Nondisclosure requirements. The Contractor shall require that its employees with access to HCA Data complete and re-submit a new Nondisclosure form upon renewal of this Contract.
- 9.7. **Data Security Requirements:** The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the personal information; or as permitted by law.
- 9.7.1. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - 9.7.1.1. Allowing access only to staff that have an authorized business requirement to view the Confidential Information;
 - 9.7.1.2. Physically securing any computers, documents, or other media containing the Confidential Information; and
 - 9.7.1.3. Ensuring the security of Confidential Information transmitted via fax (facsimile) by:
 - 9.7.1.3.1. Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons;
 - 9.7.1.3.2. Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person; and
 - 9.7.1.3.3. Verifying after transmittal that the fax was received by the

intended recipient;

9.7.2. When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:

9.7.2.1. Use a Trusted System.

9.7.2.2. Encrypt the Confidential Information, including:

9.7.2.2.1. Encrypting email and/or email attachments which contain the Confidential Information; and

9.7.2.2.2. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

9.7.2.3. Send paper documents containing Confidential Information via a Trusted System.

9.7.3. The Contractor shall not release, divulge, publish, transfer, sell, disclose, or otherwise make the Confidential Information or Sensitive Data known to any other entity or person without the express prior written consent of HCA's Public Disclosure Office, or as required by law.

9.7.4. If responding to public record disclosure requests under Chapter 42.56 RCW, the Contractor agrees to notify and discuss with HCA's Public Disclosure Officer requests for all information that are part of this Contract, prior to disclosing the information. HCA upon request shall provide the Contractor with the name and contact information for HCA Public Disclosure Officer. The Contractor further agrees to provide HCA with a minimum of two calendar weeks to initiate legal action to secure a protective order under RCW 42.56.540.

9.8. **Data Handling Requirements:** The Contractor shall store Data on one or more of the following media and protect the Data as described:

9.8.1. **Hard disk drives:** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

9.8.2. **Network server disks:** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- 9.8.2.1. For HCA Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data is outlined in Subsection 9.10. Data destruction may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.
- 9.8.3. **Removable Media, including Optical discs (CDs or DVDs) in local workstation optical disc drives and which will not be transported out of a secure area:** Sensitive or Confidential Data provided by HCA on removable media, such as optical discs or USB drives, which will be used in local workstation optical disc drives or USB connections shall be encrypted with 128-bit AES encryption or better. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access HCA Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- 9.8.4. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers and which will not be transported out of a secure area:** Data provided by HCA on optical discs which will be attached to network servers shall be encrypted with 128-bit AES encryption or better. Access to Data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has been authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- 9.8.5. **Paper documents:** Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- 9.8.6. **Access via remote terminal/workstation over the State Governmental Network (SGN):** Data accessed and used interactively over the SGN. Access to the Data will be controlled by HCA staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor shall have established and documented termination procedures for existing staff with access to HCA Data. These procedures shall be provided to HCA staff upon request. The Contractor will notify HCA staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this Contract.

- 9.8.7. **Access via remote terminal/workstation over the Internet through Secure Access Washington:** Data accessed and used interactively over the Internet. Access to the Data will be controlled by HCA staff who will issue remote access authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify HCA staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this Contract.
- 9.8.8. **Data storage on portable devices or media:** HCA Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of this contract.
- 9.8.8.1. Portable devices include any small computing device that can be transported. They include, but are not limited to; handhelds/PDAs/phones, Ultra mobile PCs, flash memory devices (e.g. USB flash drives, personal media players), and laptop/notebook/tablet computers.
- 9.8.8.2. Portable media includes any Data storage that can be detached or removed from a computer and transported. They include, but are not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape,), USB drives, or flash media (e.g. CompactFlash, SD, MMC).
- 9.8.8.3. When being transported outside of a secure area, portable devices and media with confidential HCA Data must be under the physical control of contractor staff with authorization to access the Data.
- 9.8.8.4. Data stored on portable devices or media shall be given the following protections:
- 9.8.8.4.1. Encrypt the Data with a key length of at least 128 bits using an industry standard algorithm (e.g., AES)
- 9.8.8.4.2. Control access to devices with a unique user ID and password or stronger authentication method such as a physical token.
- 9.8.8.4.3. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
- 9.8.8.4.4. Physically protect the portable device(s) and/or media by:
- 9.8.8.4.4.1. Keeping them in locked storage when not in use
- 9.8.8.4.4.2. Using check-in/check-out procedures when they are shared, and
- 9.8.8.4.4.3. Maintaining an inventory

- 9.9. **Data Transmission:** When transmitting HCA Confidential Information electronically, including via email, the Data shall be protected by:
- 9.9.1. Transmitting it within the (State Governmental Network) SGN or Contractor's internal network, or;
 - 9.9.2. Encrypting any Data that will be transmitted outside the SGN or Contractor's internal network with 128-bit Advanced Encryption Standard (AES) encryption or better, including transmission over the public Internet;
- 9.10. **Destruction of Data:** When the contracted work has been completed or when no longer needed, Data shall be returned to HCA or destroyed.
- 9.10.1. If return, delivery, or destruction is not feasible, the protections of this Agreement will continue to apply to such Data and further uses and disclosures of the Data shall be limited to those purposes that make the return or destruction of the Data infeasible.
 - 9.10.2. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

DATA STORED ON:	WILL BE DESTROYED BY:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character Data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or confidential Data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site cross-cut shredding by a method that renders the Data unreadable, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or cutting/breaking into small pieces.
Magnetic tape	Degaussing, incinerating or crosscut shredding

- 9.11. **Notification of Compromise or Potential Compromise:** For purposes of this provision, "breach" has the meaning defined in 45 CFR § 164.402.
- 9.11.1. The Contractor shall have an established and documented policy to deal with the compromise or potential compromise of Data that complies with the

HITECH Act of ARRA 2009. Contractor shall be responsible for any cost associated with a compromise or potential compromise.

9.11.2. Contractor will report to HCA any use or disclosure of the Protected Health Information not provided for by this Contract. Contractor will make these reports to the HCA contract manager within ten (10) days after the use or disclosure, or within ten (10) days after Contractor discovers a use or disclosure that is likely to involve HCA members, whichever is later. If Contractor cannot provide conclusive information relating to the use or disclosure until a full investigation has occurred, then it will provide what information it can within ten (10) days, and full details no later than fifteen (15) days after discovery of the use or disclosure.

9.12. **Notification of Breach:** For purposes of this provision, "breach" has the meaning defined in 45 CFR § 164.402.

9.12.1. If Contractor or any subcontractor of it allegedly makes or causes, or fails to prevent, a use or disclosure constituting a Breach, and notification of that use or disclosure must (in the judgment of HCA) be made under 45 CFR part 164, subpart D (§§ 164.402 et seq.) or under RCW 19.255.010 or other applicable law, then:

9.12.1.1. HCA may choose to make the notifications or direct Contractor to make them, and

9.12.1.2. Contractor shall pay the costs of the notification and of other actions HCA considers appropriate to protect Beneficiaries (such as paying for regular credit watches), and

9.12.1.3. Contractor shall compensate Beneficiaries for harms caused to them by the Breach or possible Breach described above.

9.12.2. The Contractor will ensure that any entity, to whom it provides any Data, agrees to the same restrictions and conditions that apply to the Contractor with respect to such information.

10. PAYMENT

10.1. Payments for services rendered under this contract shall be made within available resources from:

10.1.1. Federal funds received under the Medical Assistance Program, CFDA # 93.778 from the United States Department of Health and Human Services; and

10.1.2. State of Washington General Funds-State appropriations.

10.2. The Contractor shall receive payment for one encounter per Participant per month upon submission of a valid service encounter to ProviderOne.

10.3. HCA shall consider payments made pursuant to this Contract to have been made

timely if made by HCA within thirty (30) days of HCA's acceptance of a properly submitted service encounter. HCA may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

10.4. Payments to the Contractor are incentive-based and shall be made according to the following rate tiers:

10.4.1. **Outreach, Engagement, and Health Action Plan Development:** The first tier in a three-tiered system and may include a variety of outreach methods, such as mail, phone, or home/doctor visits.

10.4.1.1. Outreach continues until the eligible Beneficiary either agrees to participate or declines participation in the Health Home program.

10.4.1.2. Engagement occurs after the Beneficiary agrees to participate and a face-to-face visit is scheduled between the Participant and the Health Home Care Coordinator in a location of the Participant's choosing, such as their home or provider's office.

10.4.1.3. Health Action Plan Development includes face-to-face visits to complete the Health Action Plan, the Health Home Information Sharing Consent form, required screenings, and coaching to assist the Participant in identifying short and long term goals and associated action steps.~~Health Action Plan Development is a face-to-face visit to complete the Health Action Plan, which requires the Patient Activation Measure (PAM) or the Caregiver Activation Measure (CAM), other required screenings, coaching to assist the Participant in identifying short and long term goals and associated action steps, and a signed Health Home Information Sharing Consent form.~~

10.4.1.4. HCA shall pay \$252.93 for Outreach, Engagement and Health Action Plan Development once in a life-time per Beneficiary. The rate includes time for preparation, planning, travel, and pre-populating the Health Action Plan with relevant PRISM utilization data.

10.4.2. **Intensive Health Home Care Coordination:** The highest level of Health Home Care Coordination services using one (1) or more elements of the six defined Health Home Services.

10.4.2.1. Intensive Health Home Care Coordination includes evidence that that the Care Coordinator, the Beneficiary, and the Beneficiary's caregivers are actively engaged in achieving health action goals, participating in activities that are in support of improved health and well-being, have value for the Beneficiary and caregivers, and support an active level of care coordination through delivery of the Health Home Services. At a minimum, Intensive Health Home Care Coordination includes one face-to-face visit with the Beneficiary every month to achieve the following: active engagement and direct contact with the Participant such as:

- 10.4.2.1.1. Clinical, functional, and resource use screens, including screens for depression, alcohol or substance use disorder, functional impairment, and pain appropriate to the age and risk profile of the individual;
- 10.4.2.1.2. Continuity and coordination of care through in-person visits, and the ability to accompany beneficiaries to health care provider appointments, as needed;
- 10.4.2.1.3. Participant assessments to determine readiness for self-management and to promote self-management skills to improve functional or health status, or prevent or slow declines in functioning;
- 10.4.2.1.4. Fostering communication between the providers of care including the treating primary care provider, medical specialists, personal care providers and others; and entities authorizing behavioral health and long-term services and supports;
- 10.4.2.1.5. Promoting optimal clinical outcomes, including a description of how progress toward outcomes will be measured through the Health Action Plan;
- 10.4.2.1.6. Health education and coaching designed to assist beneficiaries to increase self-management skills and improve health outcomes; and
- 10.4.2.1.7. Use of peer supports, support groups and self-care programs to increase the Participant's knowledge about their health care conditions and improve adherence to prescribed treatment.

10.4.2.2. HCA shall pay \$172.61 per Participant per month for Intensive Health Home Care Coordination.

10.4.2.3. At least one qualified health Home Service shall be provided prior to submitting a claim for Intensive Health Home Care Coordination.

10.4.3. **Low-Level Health Home Care Coordination:** Low-level Health Home Care Coordination occurs when the Participant and Health Home Care Coordinator identify that the Participant has achieved a sustainable level of progress toward meeting self-directed goals, or upon the Participant's request.

10.4.3.1. Low-Level Health Home Care Coordination includes monitoring theThe Participant's health care needs and progress toward meeting self-directed goals ~~shall be monitored~~ using one (1) or more of the six defined Health Home Services.

10.4.3.2. At least one (1) Health Home Service shall be delivered per month through home visits or telephone calls prior to submitting a claim for low-level Health Home Care Coordination.

10.4.3.3. HCA shall pay \$67.50 per Participant per month for Low-level Health Home Care Coordination.

10.5. **Incentive Payments:** HCA shall pay the full rate for Intensive Health Home Care Coordination and Low-Level Health Home Care Coordination for the first year of the Health Home program to allow the Contactor to build their infrastructure and increase their capacity to provide Health Home Services. HCA shall then make incentive payments starting January 1, 2015 according to the following methodology:

10.5.1. HCA shall calculate the Contractor's initial Participation Rate for the period that begins on the effective date of this Contract and ends on September 30, 2014.

10.5.2. HCA shall calculate the Contractor's Participation Rate annually thereafter based on the period of October 1 through September 30.

10.5.3. HCA shall calculate the Contractor's Participation Rate using ProviderOne enrollment and encounter data.

10.5.3.1. The denominator of the equation used to calculate the Participation Rate shall be the number of Beneficiaries that have been continuously enrolled with the Contractor for at least three (3) months and reported to the Contractor as Health Home eligible by HCA.

10.5.3.2. The numerator of the equation shall be the number of Beneficiaries for which the Contractor has successfully submitted at least one Health Home encounter.

10.5.4. HCA shall provide the Contractor with detailed reports that support the calculations of the Participation Rate no later than 60 days after the close of each reporting period.

10.5.5. HCA shall adjust payments for Intensive and Low-level Health Home Care Coordination on January 1 of each year. Payments shall then be made as follows based on the Contractor's Participation Rate for the reporting period immediately preceding:

10.5.5.1. Intensive Health Home Care Coordination:

10.5.5.1.1. A participation rate of 28% or higher will guarantee full payment, with no withhold applied;

10.5.5.1.2. A participation rate of between 27.99% and 20% will result in a payment rate of \$171.45;

10.5.5.1.3. A participation rate of between 19.99% and 15% will result in a payment rate of \$170.28, and

10.5.5.1.4. A participation rate of less than 15% will result in a payment rate of \$169.16.

10.5.5.2. Low-Level Health Home Care Coordination:

- 10.5.5.2.1. A participation rate of 28% or higher will guarantee full payment, with no withhold applied;
- 10.5.5.2.2. A participation rate of between 27.99% and 20% will result in a payment rate of \$67.05;
- 10.5.5.2.3. A participation rate of between 19.99% and 15% will result in a payment rate of \$66.59, and
- 10.5.5.2.4. A participation rate of less than 15% will result in a payment rate of \$66.15.

10.6. **Payment to CCOs:** The Contractor shall reimburse subcontracted Care Coordination Organizations for completed Health Home Services in accordance with the rates published at http://www.hca.wa.gov/pages/health_homes.aspx under Resources.

11. GRIEVANCE AND APPEAL SYSTEM

11.1. **General Requirements:** The Contractor shall have a grievance and appeals system which complies with the requirements of this section.

11.1.1. For the purposes of this Contract, “action” means the denial or limited authorization by the Contractor of a requested health home service, including the type or level of health home service; the reduction, suspension, or termination by the Contractor of a previously authorized health home service; and the failure of the Contractor to provide authorized health home services or provide health home services in a timely manner.

11.1.2. For the purposes of this Contract, “grievance” means an expression of Participant dissatisfaction about any matter other than an action. Possible subjects for grievances include the quality of health home services provided and aspects of interpersonal relationships such as rudeness.

11.2. **Grievance Process:** The following requirements are specific to the grievance process:

11.2.1. Only a Participant or an individual authorized in writing by the Participant to act as his or her representative may file a grievance.

11.2.2. The Participant or the Participant’s authorized representative may file a grievance with the Contractor or with the Care Coordination Organization to which the Participant is assigned.

11.2.3. A Health Home Care Coordinator may not file a grievance on behalf of a Participant unless the Health Home Care Coordinator is acting on behalf of the Participant and with the Participant’s written consent.

11.2.4. The Contractor shall accept, document, record, and process grievances

forwarded by HCA.

- 11.2.5. The Contractor shall acknowledge to the Participant and authorized representative receipt of each grievance, either orally or in writing, within two (2) business days.
- 11.2.6. The Contractor shall assist the Participant with all grievance processes.
- 11.2.7. The Contractor shall cooperate with any representative authorized in writing by the Participant.
- 11.2.8. The Contractor shall ensure that decision makers on grievances were not involved in previous levels of review or decision-making.
- 11.2.9. The Contractor shall consider all information submitted by the Participant or the Participant's representative.
- 11.2.10. The Contractor shall investigate and resolve all grievances whether received orally or in writing. The Contractor shall not require a Participant or his/her authorized representative to provide additional written follow-up for a grievance the Contractor received orally.
- 11.2.11. The Contractor shall complete the disposition of a grievance and notice to the affected parties as expeditiously as the Participant's health condition requires, but no later than forty-five (45) calendar days from receipt of the grievance.
- 11.2.12. The Contractor must notify Participants and their authorized representatives (if applicable) of the disposition of grievances within five (5) business days of determination. The notification may be orally or in writing.
- 11.2.13. Notices of dispositions shall include information about how to request an administrative hearing if the Participant does not agree with the decision.
- 11.2.14. The Contractor shall maintain records of all grievances.
 - 11.2.14.1. All grievances shall be counted and recorded whether the grievance is remedied by the Contractor immediately or through its grievance and quality of care service procedures.
 - 11.2.14.2. Records shall include grievances handled by subcontracted CCOs.
 - 11.2.14.3. Records of grievances shall include all expressions of Participant dissatisfaction.

11.3. **Appeal Process.** The following requirements are specific to the appeal process:

- 11.3.1. The Contractor shall give the Participant written notice of any action of the Contractor that denies a request for health home services; fails to act on the Participant's claim for health home services with reasonable promptness; authorizes a health home service in an amount, duration, or scope that is less

than requested; or reduces, suspends, or terminates a previously authorized health home service. The written notice shall:

- 11.3.1.1. State what action the Contractor intends to make;
- 11.3.1.2. Explain the reasons for the Contractor's intended action;
- 11.3.1.3. Explain the specific rule or rules that support the Contractor's action, or the change in Federal or State law that requires the action;
- 11.3.1.4. Explain the Participant's right to appeal the action according to chapter 182-526 WAC;
- 11.3.1.5. State that the Participant must request a hearing within 90 days from the date that the notice of action is mailed;
- 11.3.1.6. State that in cases of an action based on a change in law, the circumstances under which a hearing will be granted; and
- 11.3.1.7. An explanation of the circumstances under which a health home service is continued if a hearing is requested;
- 11.3.2. The Contractor must send the written notice at least 10 days before the date of action except as permitted under 42 CFR 431.213 and § .214 and consistent with WAC 182-557-0350.;
- 11.3.3. A Health Home Care Coordinator may not file an appeal on behalf of a Participant unless the Health Home Care Coordinator is acting on behalf of the Participant and with the Participant's written consent.
- 11.3.4. If HCA receives a request to appeal an action of the Contractor, HCA will provide Contractor notice of the request.
- 11.3.5. HCA will process the Participant's appeal in accordance with chapter 182-526 WAC.
- 11.3.6. Contractor will continue the health home services that are the subject of the appeal if the Participant meets the requirements in chapter 182-526 WAC for continuation of services.
- 11.3.7. If the Participant requests a hearing, the Contractor shall provide to HCA and the enrollee, upon request, and within three (3) working days, all Contractor-held documentation related to the appeal.
- 11.3.8. The Contractor is an independent party and is responsible for its own representation in any administrative hearing, subsequent review process, and judicial proceedings.
- 11.3.9. If a final order, as defined in WAC 182-526-0010, reverses a Contractor decision to deny, limit, or delay health home services that were not provided while the appeal was pending, the Contractor shall authorize or provide the

disputed health home services promptly.

12. STATEMENT OF WORK

12.1. **General Requirements:** The Contractor shall provide a community-based, integrated, Health Home program, based on the services detailed in Section 1945(h)(4) of the Social Security Act. The Contractor is responsible for the integration and coordination of primary, acute, behavioral health (mental health and substance use disorder) and long-term services and supports for eligible beneficiaries with chronic illness across the lifespan.

12.1.1. The Contractor shall maintain a toll-free line and customer service representatives to answer Beneficiary questions regarding Health Home enrollment, disenrollment and how to access services or request a change of assignment to another Care Coordination Organization or a different Qualified Health Home, with minimum coverage 8:00 am to 5:00 pm from Monday to Friday.

12.1.2. The Contractor shall ensure a system is in place to provide Beneficiaries with 24-hour emergency consultation.

12.1.3. The Contractor shall provide interventions that address the Beneficiary's medical, social, economic, behavioral health, functional impairment, cultural and environmental factors affecting health and health care choices.

12.1.4. The Contractor shall ensure a system is in place to track and share Beneficiary information and care needs across providers. The tracking system shall be used to monitor processes of care and outcomes, and to initiate recommended changes in care necessary for Beneficiaries to achieve health action goals.

12.1.4.1. The Contractor shall reduce duplication of services and unnecessary delays in service provision by coordinating Beneficiary information, including initial assessments and Health Action Plans, with other Qualified Health Homes as needed when a Beneficiary changes from one Qualified Health Home or Care Coordination Organization to another.

12.1.5. The Contractor shall ensure Health Home Services are provided in a culturally competent manner and addresses health disparities through:

12.1.5.1. Direct interaction with the Beneficiary and his or her family in the Beneficiary's primary language;

12.1.5.2. Recognizing cultural differences when developing the Health Action Plan (HAP) and administering screenings;

12.1.5.3. Understanding the dynamics of substance use disorder and mental health conditions without judgment;

12.1.5.4. Recognizing obstacles faced by persons with developmental,

intellectual, cognitive or functional disabilities and helping them and their caregivers address those obstacles.

- 12.1.6. The Contractor shall maintain Memorandums of Understanding (MOUs) with organizations that authorize Medicaid services to ensure sharing of critical Beneficiary information and continuity of care is achieved. MOUs must contain information related to Beneficiary privacy and protections, data sharing, referral protocols, and sharing of prior authorizations for hospital stays when applicable.
- 12.1.7. The Contractor shall maintain MOUs or working agreements with hospitals and skilled nursing facilities for transitioning care and referring eligible Beneficiaries for Health Home Enrollment.
- 12.2. **Subcontracting:** The Contractor shall maintain a network of subcontracted Care Coordination Organizations and other community entities sufficient in quantity and type to provide the Health Home Services appropriate to the needs of their enrolled population.
 - 12.2.1. Prior to receiving Beneficiary assignments, the Contractor shall ensure adequacy of subcontracted staff resources, including an assessment of staff skills and abilities to provide care management services to Beneficiaries.”
 - 12.2.2. Subcontracts shall include the following elements:
 - 12.2.2.1. Payment methodology, including how administration of the subcontract will be paid;
 - 12.2.2.2. Required documentation, such as detailed logs of Health Home services rendered and who provided those services, such as the Care Coordinator or affiliated staff;
 - 12.2.2.3. A grievance process that complies with Section 11 of this Contract;
 - 12.2.2.4. Incident reporting requirements that comply with Section 12.6.6 of this contract;
 - 12.2.2.5. Data use agreement terms and conditions;
 - 12.2.2.6. The terms and conditions specified in Section 9, Data Sharing which, by their sense and context, are intended to ensure client confidentiality and data security;
 - 12.2.2.7. Provisions for secure PRISM access;
 - 12.2.2.8. Provisions for completion of mandatory staff training requirements;
 - 12.2.2.9. Provisions for enhanced access to care provided through alternative hours of care, 24-7 access or nurse call centers that facilitate both appropriate use of services and receipt of evidence-based preventive and illness care.

- 12.2.2.10. Provisions for the use of evidence-based practices and guidelines;
 - 12.2.2.11. Provisions to establish relationships with home care providers and community resources to facilitate the care of the Beneficiary; and
 - 12.2.2.12. Provisions to establish relationships with emergency departments, urgent care units, hospital, and long term care facilities that support timely sharing of information about services accessed; and which promotes transitional health care services.
 - 12.2.2.13. Provisions requiring use of the six defined Health Home Services, including the roles and responsibilities for Health Home Care Coordinators.
- 12.3. **Policies and Procedures:** The Contractor shall abide by all HCA policies and procedures for Health Home services, and maintain regularly updated Contractor-specific policies and procedures that address the following:
- 12.3.1. The Contractor's and subcontractor's roles and responsibilities for Beneficiary engagement;
 - 12.3.2. Beneficiary agreement to participate in Health Home Services;
 - 12.3.3. Identification and actions to mitigate Beneficiary gaps in care, including:
 - 12.3.3.1. Assessment of existing data sources (e.g. PRISM, CARE, etc.) for evidence of standards of care and prevention appropriate to the Beneficiary's age and underlying chronic conditions;
 - 12.3.3.2. Evaluation of Beneficiary perception of gaps in care,
 - 12.3.3.3. Documentation of gaps in care Beneficiary case file,
 - 12.3.3.4. Documentation of interventions in the HAP and progress notes,
 - 12.3.3.5. Documentation of findings of the Beneficiary's response to interventions,
 - 12.3.3.6. Documentation of follow-up actions, and the person or organization responsible for follow-up,
 - 12.3.4. Care coordination activities that include:
 - 12.3.4.1. Maintaining direct contact between the Beneficiary and the Health Home Care Coordinator when delivering intensive care coordination services;
 - 12.3.4.2. Ensuring availability of support staff to complement the work of the care coordinator;
 - 12.3.4.3. Screening, referral and co-management of individuals with behavioral

health, long term services and supports and physical health conditions;

12.3.4.4. Ensuring an appointment reminder system is in place for beneficiaries;

12.3.4.5. Tracking of Beneficiary assignment to Care Coordination Organizations;

12.3.5. Referrals to HCA for eligibility review of any potential Beneficiary who seeks or needs Health Home Services, for example:

12.3.5.1. Overuse of preventable emergency department services,

12.3.5.2. No apparent primary health care,

12.3.5.3. Opioid prescription use exceeding 120 morphine milligram equivalents per day,

12.3.5.4. Inconsistent medication prescribing or refills for the management of chronic disease,

12.3.5.5. Frequent hospitalizations and/or preventable hospital readmissions,

12.3.5.6. Underuse of preventive care,

12.3.5.7. Underuse of services considered standard for treatment of chronic conditions, such as diabetes, cardiovascular disease or serious and persistent mental illness;

12.3.6. Transferring care from hospitals and emergency departments;

12.3.7. A grievance system that complies with the requirements of this Contract;

12.3.8. Critical incident reporting that complies with the requirements of this Contract.

12.3.9. The Contractor shall have an established and documented policy to deal with the compromise or potential compromise of Data that complies with the HITECH Act of ARRA 2009.

12.4. Equal Access for Beneficiaries with Communication Barriers: The Contractor shall ensure equal access for all Beneficiaries when oral or written language creates a barrier to the provision of Health Home Services.

12.4.1. Oral Information: The Contractor shall ensure that interpreter services are provided for Beneficiaries with a primary language other than English, free of charge.

12.4.1.1. Interpreter services shall be provided for all interactions between Beneficiaries and the Contractor or any of its providers including, but

not limited to:

12.4.1.1.1. All face-to-face meetings for Health Home Services

12.4.1.1.2. All phone contacts for Health Home Services

12.4.1.1.3. All matters related to customer service

12.4.1.1.4. All procedures necessary to file grievances and appeals.

12.4.1.2. HCA shall pay for interpreter services when provided by available interpreters through agencies contracted with the State to discuss Health Home Services.

12.4.1.3. The Contractor shall pay for interpreter services when interpreters through agencies contracted with the State are unavailable

12.4.1.4. The Contractor shall pay for interpreter services in all administrative matters such as customer service; and handling grievances.

12.4.1.5. Hospitals are responsible for payment for interpreter services during inpatient stays.

12.4.1.6. Public entities, such as Public Health Departments, are responsible for payment for interpreter services provided at their facilities or affiliated sites when the Beneficiary receives services provided by the public entity.

12.4.1.7. Interpreter services include the provision of interpreters for Beneficiaries who are deaf or hearing impaired at no cost to the Beneficiary.

12.4.2. Written Beneficiary Materials: The Contractor shall provide all written Beneficiary materials developed by the Contractor or any subcontractor in a language and format which may be understood the Beneficiary.

12.4.2.1. If five percent (5%) or more of the Contractor's Health Home Beneficiaries speak a specific language other than English, written materials shall be translated into that language.

12.4.2.2. For Beneficiaries whose language needs are not addressed by translating written materials as required in Section 13.4.2.1 of this contract, the Contractor shall provide and document the use one of the following alternatives when requested by the Beneficiary or the Beneficiary's authorized representative:

12.4.2.2.1. Translating the material into the Beneficiary's primary reading language;

12.4.2.2.2. Providing the material in an audio format in the Beneficiary's primary language;

12.4.2.2.3. Having an interpreter read the material to the Beneficiary in the Beneficiary's primary language;

12.4.2.2.4. Providing the material in another alternative medium or format acceptable to the Beneficiary;

12.4.2.2.5. Providing the material in English, if the Contractor documents the Beneficiary's preference for receiving material in English;

12.4.2.3. The Contractor shall ensure that all written information provided to Beneficiaries is written at the sixth grade reading level, is accurate, and not misleading.

12.4.2.4. HCA may make exceptions to the sixth grade reading level when, in the sole judgment of HCA, the nature of the materials do not allow for a sixth grade reading level or the Beneficiary's needs are better served by allowing a higher reading level. HCA approval of exceptions to the sixth grade reading level must be in writing.

12.4.2.5. Educational materials about topics such as Disease Management preventative services or other information used by the Contractor for health promotion efforts that are not developed by the Contractor or developed under contract with the Contractor are not required to meet the sixth grade reading level requirement.

12.4.2.6. The Contractor shall submit all written Beneficiary material developed by the Contractor or any of its subcontractors to HCA for review and approval prior to distribution.

~~12.4. **Written Beneficiary Materials:** The Contractor shall provide all written Beneficiary materials developed by the Contractor or any subcontractor in a language and format which may be understood the Beneficiary.~~

~~12.4.1. If five percent (5%) or more of the Contractor's Health Home Beneficiaries speak a specific language other than English, written materials shall be translated into that language.~~

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~~12.4.2.1. Translating the material into the Beneficiary's primary reading language;~~

~~12.4.2.2. Providing the material in an audio format in the Beneficiary's primary language;~~

~~12.4.2.3. Having an interpreter read the material to the Beneficiary in the Beneficiary's primary language;~~

~~12.4.2.4. Providing the material in another alternative medium or format acceptable to the Beneficiary;~~

~~12.4.2.5. Providing the material in English, if the Contractor documents the Beneficiary's preference for receiving material in English;~~

~~12.4.3. The Contractor shall ensure that all written information provided to Beneficiaries is written at the sixth grade reading level, is accurate, and not misleading.~~

~~12.4.4. HCA may make exceptions to the sixth grade reading level when, in the sole judgment of HCA, the nature of the materials do not allow for a sixth grade reading level or the Beneficiary's needs are better served by allowing a higher reading level. HCA approval of exceptions to the sixth grade reading level must be in writing.~~

~~12.4.5. Educational materials about topics such as Disease Management preventative services or other information used by the Contractor for health promotion efforts that are not developed by the Contractor or developed under contract with the Contractor are not required to meet the sixth grade reading level requirement.~~

~~12.4.6. The Contractor shall submit all written Beneficiary material developed by the Contractor or any of its subcontractors to HCA for review and approval prior to distribution.~~

12.5. **Training Requirements:** The Contractor shall comply with the training requirements of this Section.

12.5.1. The Contractor shall ensure that authorized personnel and affiliated staff complete client confidentiality and data security training upon hire and annually thereafter.

12.5.2. The Contractor shall ensure that Health Home Care Coordinators complete the State-approved Health Home Care Coordinator training prior to providing Health Home Services.

12.5.3. The Contractor shall ensure that Health Home Care Coordinators complete the following special-topic modules through State-sponsored classroom training or using State-developed training materials published on the DSHS website within six (6) months of hire.

12.5.3.1. Outreach and Engagement Strategies;

12.5.3.2. Navigating the LTSS System: Part 1;

12.5.3.3. Navigating the LTSS System: Part 2;

12.5.3.4. Cultural and Disability Competence Considerations;

12.5.3.5. Assessment Screening Tools,

- 12.5.3.6. Medicare Grievances and Appeals;
- 12.5.3.7. Coaching and Engaging Clients with Mental Health Needs.
- 12.5.4. The Contractor shall ensure that authorized and affiliated personnel comply with continued training requirements as necessary.
- 12.5.5. The Contractor shall ensure that evidence of satisfactory completion of training requirements is maintained in the appropriate personnel records.
 - 12.5.5.1. The Contractor shall have a Health Home Care Coordinator trainer on staff, or shall subcontract for Health Home Care Coordinator training services.
 - 12.5.5.2. The trainer shall be certified by DSHS prior to providing Health Home Care Coordinator training.
 - 12.5.5.3. Certification of the trainer includes:
 - 12.5.5.3.1. Completion of the Health Home Care Coordinator training course;
 - 12.5.5.3.2. Completion of a State-sponsored trainers preparation course;
 - 12.5.5.3.3. Satisfactory delivery of a Health Home Care Coordinator training observed by DSHS;
 - 12.5.5.3.4. Receipt of a State-issued certificate of completion or letter authorizing the individual to provide training to Health Home Care Coordinators.
 - 12.5.5.4. The Contractor shall ensure that the trainer uses and maintains fidelity to the State-developed Training Manual for Health Home Care Coordinators.
 - 12.5.5.4.1. The Contractor shall ensure that Health Home care coordinator training is delivered using all of the DSHS materials including the PowerPoint Presentation, small group activities, training agenda, and training manual inserts, and handouts.
 - 12.5.5.4.2. The Contractor shall ensure that the trainer does not change, alter, or modify the State-approved Health Home Care Coordinator training, activities, curriculum or materials.
 - 12.5.5.4.3. The Contractor shall ensure that the trainer does not include unauthorized topics, curriculum, or material in the Health Home Care Coordinator training.
- 12.6. **Eligibility and Enrollment:** HCA will determine eligibility for the Health Home program and passively enroll eligible Beneficiaries with the Contractor.

12.6.1. Beneficiaries deemed eligible by HCA for the Health Home program shall have at least one chronic condition, and be at risk of a second as determined by a minimum predictive risk score of 1.5.

12.6.1.1. The chronic conditions covered for eligibility are:

- 12.6.1.1.1. Mental health conditions;
- 12.6.1.1.2. Substance use disorders;
- 12.6.1.1.3. Asthma;
- 12.6.1.1.4. Diabetes;
- 12.6.1.1.5. Heart disease;
- 12.6.1.1.6. Cancer;
- 12.6.1.1.7. Cerebrovascular disease;
- 12.6.1.1.8. Coronary artery disease;
- 12.6.1.1.9. Dementia or Alzheimer's disease;
- 12.6.1.1.10. Intellectual disability or disease;
- 12.6.1.1.11. HIV/AIDS;
- 12.6.1.1.12. Renal failure;
- 12.6.1.1.13. Chronic respiratory conditions;
- 12.6.1.1.14. Neurological disease;
- 12.6.1.1.15. Gastrointestinal disease;
- 12.6.1.1.16. Hematological conditions;
- 12.6.1.1.17. Musculoskeletal conditions.

12.6.2. The Contractor shall accept referrals for Health Home Services from any healthcare or social service professional, whether or not the individual is contracted to provide services on behalf of the Contractor.

12.6.2.1. The Contractor shall complete and submit the Clinical Eligibility Tool to HCA for Beneficiaries that have been referred for Health Home services, or that have less than fifteen (15) months of claims history.

12.6.2.2. HCA shall determine eligibility criteria and final authorization of Health Home Services.

12.6.2.3. If a Beneficiary meets all eligibility criteria, HCA shall update its records and enroll the Beneficiary into the most appropriate Qualified Health Home.

12.7. **Care Coordination Organization (CCO) Assignment:** Contractor shall ensure eligible Health Home Beneficiaries receive Health Home Services through one of its subcontracted CCOs using a smart assignment process that takes into account the Beneficiary's preferred provider(s). This shall be achieved by:

12.7.1. Using PRISM or other data systems to match the Beneficiary to the CCO that provides most of the Beneficiary's needed services;

12.7.2. Providing the Beneficiary the option to choose a CCO.

12.7.3. Upon the Beneficiary's request, the Contractor shall transfer care coordination assignment to another of its subcontracted CCOs.

12.8. **Beneficiary Engagement:** The Contractor shall ensure that the CCO to which the Beneficiary is assigned attempts contact with the Beneficiary to offer Health Home services within ten (10) calendar days after Health Home Care Coordination Assignment.

12.8.1. The Contractor shall ensure the CCO maintains a Beneficiary contact log documenting the purpose of the contact and identifying staff that interacts with the Beneficiary.

12.8.2. The Contractor shall provide Beneficiaries with the option to decline to participate in the Health Home program at any time.

12.8.3. The Contractor shall allow Beneficiaries who decline to participate in the Health Home program to re-enroll at any time in accordance with the HCA's enrollment rules.

12.9. **Health Action Plan (HAP):** The Contractor shall ensure that HAPs are completed within ninety (90) days from the date of the Beneficiary's Health Home Enrollment.

12.9.1. The Contractor shall ensure that the Health Home Care Coordinator meets in person with each Beneficiary at the Beneficiary's choice of location to explain, develop, and complete the HAP.

12.9.1.1. HAPs shall be developed with input from the Beneficiary and/or the Beneficiary's caregiver(s).

12.9.1.2. HAPs shall be developed with consideration of the Beneficiary's medical record, PRISM data, treatment plans, CARE assessments, previous screens and assessments if available.

12.9.1.3. HAPs shall document the Beneficiary's diagnosis, long term goals, short term goals, and related action steps to achieve those goals.

12.9.1.4. HAPs shall include the required BMI, Katz ADL, [PSC-17](#), and PHQ-9

screening scores.

12.9.1.5. HAPs shall include the Patient Activation Measure (PAM), Patient Parent Activation Measure (PPAM), or Caregiver Activation Measure (CAM) screening level and score.

12.9.1.6. HAPs shall identify whether optional screenings were administered

12.9.2. HAPs shall be reviewed and updated by the Health Home Care Coordinator at a minimum:

12.9.2.1. Every four (4) months to update the PAM, PPAM, CAM, BMI, Katz ADL, PSC-17, and PHQ-9 screening scores and reassess the Participant's progress towards meeting self-identified health action goals, add new goals, or change in current goals;

12.9.2.2. Whenever there is a change in the Participant's health status, or a change in the Participant's needs or preferences.

12.9.3. Completed and updated HAPs shall be submitted to HCA through the OneHealthPort Health Information Exchange; and shall be preserved in the Contractor's local records for evaluation purposes.

12.9.4. Completed and updated HAPs shall be shared with Participants in a format that includes all elements of the State-developed HAP form. Any additional information shall be included as an addendum. All notes and other information in the HAP must be written with State-approved format, using language that is understandable to the Beneficiary and/or the Beneficiary's caregiver(s).

12.9.5. Completed and updated HAPs shall be shared with other individuals identified by the Participant. These individuals include, but are not limited to family, caregivers, primary care providers, mental health treatment providers, and authorizers of long term services and supports and/or chemical dependency treatment providers.

12.10. **Comprehensive Care Management:** The Contractor shall ensure the CCO provides Comprehensive Care Management interventions that recognize and are tailored to the medical, social, economic, behavioral health, functional impairment, cultural and environmental factors impacting the Participant's health and health care choices.

12.10.1. Comprehensive Care Management caseloads shall allow staff to ensure continuity of care and provide timely care management interventions including:

12.10.1.1. Assessing Participant readiness for self-management, promotion of self-management skills, and progress toward achieving health action goals;

12.10.1.2. Promoting participation in improving self-management skills and

clinical outcomes;

- 12.10.1.3. Facilitating achievement of self-directed health action goals designed to attain recovery, improve functional status, or prevent or slow declines in functioning;
- 12.10.1.4. Resolving any barriers to achieving health action goals;
- 12.10.1.5. Enabling access to peer supports, support groups and self-care programs to increase the Participant's knowledge about his or her health care conditions and improve adherence to prescribed treatment;
- 12.10.1.6. Ensuring Participants are accompanied when necessary to critical health care and social service appointments to assist the Participant in achieving his or her health action goals.

12.10.1.7. Facilitating and enabling access to transportation and interpreter services.

12.10.2. The Health Home Care Coordinator shall routinely reassess the Participants activation level to determine the appropriate coaching methodology and develop a teaching and support plan that includes:

- 12.10.2.1. Introduction of customized educational materials according to the Participant's readiness for change;
- 12.10.2.2. Progression of customized educational materials in combination with the Participant's level of confidence and self-management abilities;
- 12.10.2.3. Documentation of wellness and prevention education specific to the Participant's chronic conditions, including assessment of need and facilitation of routine preventive care, support for improving social connections to community networks, and linking the Beneficiary with resources that support a health promoting lifestyle;
- 12.10.2.4. Documentation of opportunities for mentoring and modeling communication with health care providers provided through joint office visits and communications with health care providers by the Participant and the Health Home Care Coordinator;
- 12.10.2.5. Links to resources for, but not limited to, smoking prevention and cessation, substance use disorder prevention, nutritional counseling, obesity reduction and prevention, increasing physical activity, disease specific or chronic care management self-help resources, and other services, such as housing based on individual needs and preferences.

12.11. **Care Coordination and Health Promotion:** The Health Home Care Coordinator shall develop and execute cross-system care coordination activities to assist Participants in accessing and navigating needed services.

12.11.1. The Contractor shall ensure the Health Home Care Coordinator has primary responsibility for the Beneficiary's care coordination.

12.11.1.1. Collaboration shall be facilitated with Multidisciplinary Teams of health care professionals such as primary care providers, mental health professionals, chemical dependency treatment providers and social workers to address the full breadth of clinical and social service needs for individuals with complex chronic conditions, mental health and substance use disorder issues and who need for long term services and supports.

12.11.1.1.1. Multidisciplinary Team members shall have access to or be providers from the local community that authorize Medicaid, state or federally funded mental health, long-term services and supports (including the direct care workforce), chemical dependency and medical services. This group may include Regional Support Networks (RSNs), Home and Community Services (HCS), Community Mental Health Agencies (CMHAs), Area Agencies on Aging (AAAs), Substance Abuse Disorder Providers and community supports that assist with housing.

12.11.1.1.2. Optional Multidisciplinary Team members may include nutritionist/dieticians, direct care workers, pharmacists, peer specialists, family members and housing representatives.

12.11.1.2. Effective and timely communication shall be maintained with Multidisciplinary Team members and entities authorizing Medicaid services in order to discuss any changes in Participant circumstances, condition, or HAP.

12.11.1.3. Direct care providers, paid and unpaid, who have a role in supporting the Participant shall be leveraged to help achieve health action goals and access health care services.

12.11.1.4. Communication, coordination, and care management functions shall not be duplicated between the CCO and Medicaid case managers involved in the Participant's care, including DSHS case managers.

12.11.1.5. Care coordination activities and communication shall be documented in the Participant's record of services.

12.12. **Comprehensive Transitional Care:** The Contractor shall ensure the CCO provides comprehensive transitional care to prevent avoidable readmission after discharge from an inpatient facility (hospital, rehabilitative, psychiatric, skilled nursing, substance use disorder treatment or residential habilitation setting) and to ensure proper and timely follow-up care.

12.12.1. Transitional care planning includes:

12.12.1.1. A notification system between managed care organizations,

hospitals, nursing facilities and residential/rehabilitation facilities that provide prompt notification of a Participant's admission or discharge from an emergency room, inpatient setting, nursing facility or residential/rehabilitation, and if proper permissions are in place, a substance use disorder treatment setting;

- 12.12.1.2. Participation by the Health Home Care Coordinator in all phases of care transition, including discharge planning visits during hospitalizations or nursing home stays post hospital/institutional stay, home visits and follow-up telephone calls;
- 12.12.1.3. Participation of formal or informal caregivers as requested by the Participant;
- 12.12.1.4. Documented review of medication reconciliation, management, and monitoring;
- 12.12.1.5. Communication of Hallmark Events to the assigned Health Home Care Coordinator;
- 12.12.1.6. Participant education that supports discharge care needs including medication management, encouragement and intervention to assure follow-up appointments are attended, and follow-up for self-management of chronic or acute conditions, including information on when to seek medical care and emergency care;
- 12.12.1.7. Follow-up protocols to identify and engage Participants that do not receive post discharge care;
- 12.12.1.8. Progress notes or a case record that documents all communication and transition activity;
- 12.12.2. The Contractor may employ staff that have been trained and hired specifically to provide transitional services, as long as the Health Home Care Coordinator is an active participant in all phases of the transitional planning process.
- 12.12.3. The Contractor shall ensure that transitional care services rendered under this Contract do not duplicate those provided by other organizations funded to provide care transition.
- 12.13. **Individual and Family Supports:** The Contractor shall ensure the Health Home Care Coordinator involves individual and family supports in care coordination, care management, and transitional care activities, including:
 - 12.13.1. Identification of the role that families, informal supports and paid caregivers provide to achieve the Participant's self-management and optimal levels of physical and cognitive function;
 - 12.13.2. Education and support of self-management, self-help, recovery, and other resources necessary to achieve the Participant's health action goals;

- 12.13.3. Documentation and discussion of advance directives;
- 12.13.4. Communication and information sharing with the Participant's family and other caregivers with appropriate consideration of language, activation level, literacy, and cultural preferences.
- 12.14. **Referrals to Community and Social Support Services:** The Contractor shall ensure the Health Home Care Coordinator identifies, refers, and facilitates access to relevant community and social support services that support the Participant's health action goals.
 - 12.14.1. Referrals shall be made to coordinate services with appropriate departments of local, state, and federal governments, as well as with community-based resources.
 - 12.14.2. Referrals to community resources shall include long-term services and supports, mental health, substance use disorder, and other community and social supports;
 - 12.14.3. Referrals to community resources shall be documented in the Participant's service record and as appropriate in the HAP;
 - 12.14.4. Assistance shall be provided for the Participant to obtain and maintain eligibility for health care services, disability benefits, housing, and legal services not provided through other case management systems.
- 12.15. **Access and Use of Health Information Technology:** The Contractor and subcontracted CCO network of providers shall use available health information technology (HIT) and access data available from Medicaid managed care organizations or Fee-for-Service systems.
 - 12.15.1. The Contractor shall ensure the subcontracted CCO network of providers:
 - 12.15.1.1. Uses HIT to identify and support management of high risk Beneficiaries in care management;
 - 12.15.1.2. Uses conferencing audio, video and/or web deployed solutions to support case consultation and team-based care when security protocols and precautions are in place to protect Protected Health Information (PHI);
 - 12.15.1.3. Uses HIT to track and share Beneficiary information and care needs across providers, to monitor processes of care and outcomes, and to initiate changes in care as necessary;
 - 12.15.1.4. Uses HIT registries and referral tracking systems to facilitate coordination and inform treatment providers;
 - 12.15.1.5. Tracks service utilization and quality indicators and provides timely and actionable information to Health Home Care Coordinator regarding under, over, or inappropriate utilization patterns;

- 12.15.1.6. Develops a system with hospitals, nursing Home and residential/rehabilitation facilities to provide the CCO prompt notification of a Participant's admission to and/or discharge from an emergency room, inpatient, or residential/rehabilitation setting;
 - 12.15.1.7. Develops methods to communicate real-time use of emergency room, inpatient hospitalizations, missed prescription refills and the need for evidence-based preventive care to care coordination staff;
 - 12.15.1.8. Uses the Emergency Department Information Exchange (EDIE) when necessary.
- 12.16. **Reporting Requirements:** The Contractor shall maintain the ability to collect, report, and share data and information with HCA, DSHS, and affiliated providers of Health Home Services.
- 12.16.1. **Encounter Data Submission:** The Contractor shall submit electronic encounter data to HCA for payment in accordance with the HCA Encounter Data Reporting Guide.
- 12.16.1.1. The Contractor shall submit encounter data for individual Participants based upon provision of eligible Health Home Services.
 - 12.16.1.2. The Contractor shall incorporate any changes made by HCA to the Encounter Data Reporting Guide no later than 150 days from the date of change.
- 12.16.2. ~~Monthly Encounter Reports: The Contractor shall submit a monthly encounter report to HCA within fifteen (15) calendar days after the end of the month.~~
- 12.16.2.1. ~~Monthly encounter reports shall be submitted on a standardized Excel spreadsheet developed by HCA.~~
 - 12.16.2.2. ~~The Contractor shall incorporate any changes made by HCA to the Monthly Encounter Report format no later than 30 days from the date of change.~~
- 12.16.3. **Quarterly Quality Reports:** The Contractor shall submit quality to HCA every three (3) months in accordance with the following reporting periods:
- 12.16.3.1. January through March due May 1;
 - 12.16.3.2. April through June due August 1;
 - 12.16.3.3. July through September due November 1;
 - 12.16.3.4. October through December due February 1.
- 12.16.3.4.1. Quarterly quality reports must contain the following narrative elements:

- 12.16.3.4.1.1. Executive Summary of Health Home Service provided during the reporting period;
- 12.16.3.4.1.2. Individual Beneficiary outreach and engagement success stories for higher risk groups (PRISM score of 4.0 or higher) for two (2) Beneficiaries;
- 12.16.3.4.1.3. Barriers that inhibit success of the program;
- 12.16.3.4.2. Quarterly quality reports need to contain the following data elements:
 - 12.16.3.4.2.1. Number of Assignments made to each subcontracted CCO;
 - 12.16.3.4.2.2. Number of completed Health Action Plans;
 - 12.16.3.4.2.3. Number of Beneficiary short-term goals completed;
 - 12.16.3.4.2.4. Number of Beneficiary long-term goals completed.
- 12.16.4. **Subcontracted CCOs:** Within 30 days from the start of this Contract and on May 15th of each succeeding year, the Contractor shall submit a complete list of subcontracted CCOs in a format developed by HCA.
 - 12.16.4.1. The list shall include each subcontracted CCOs name and address, contact information, date subcontract was executed, counties served, service specialties, number of Health Home Care Coordinators, and number of other dedicated Health Home staff.
 - 12.16.4.2. The Contractor shall incorporate any changes made by HCA to the Subcontracted CCOs report format no later than 30 days from the date of change.
- 12.16.5. **Incident Reports:** The Contractor shall have a designated incident manager responsible for meeting the requirements of this section.
 - 12.16.5.1. The Contractor shall report all instances of suspected abuse, abandonment, neglect and/or exploitation of Beneficiaries to 1-866-END-HARM.
 - 12.16.5.2. The Contractor shall report the following incidents to HCA within one (1) business day of becoming aware of their occurrence:
 - 12.16.5.2.1. Any injury to the Beneficiary requiring action by the Health Home Care Coordinator to ensure emergency medical care is provided;
 - 12.16.5.2.2. Any mental health crisis that occurs in the presence of the Health Home Care Coordinator requiring intervention by law enforcement or medical personnel;

- 12.16.5.2.3. Any event involving a credible threat towards the Health Home Care Coordinator or affiliated staff. A credible threat is defined as “a communicated intent (veiled or direct) in either words or actions of intent to cause bodily harm and/or personal property damage to a staff member or a staff member’s family.
- 12.16.5.3. The Contractor shall report incidents in the format developed by HCA.
- 12.16.5.4. The Contractor shall incorporate any changes made by HCA to the Incident Report format no later than 30 days from the date of change.
- 12.16.5.5. HCA or DSHS may require the Contractor to initiate a comprehensive review of an incident.
- 12.16.5.6. The Contractor shall fully cooperate with any investigation initiated by HCA or DSHS and shall provide requested information within the timeframes specified.
- 12.16.5.7. DSHS and HCA have the authority to obtain information directly from any involved provider or party;
- 12.16.5.8. An incident shall be considered unresolved until the following information is provided:
 - 12.16.5.8.1. A summary of any incident debriefings or review process dispositions;
 - 12.16.5.8.2. The present physical location of the Beneficiary if known. If the Beneficiary cannot be located, the Contractor shall document the steps that the Contractor took to attempt to locate the Beneficiary by using available local resources;
 - 12.16.5.8.3. Documentation of whether the Beneficiary is receiving or not receiving Health Home Services from the Contractor at the time the incident is being closed.